

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION NO. P0006	3. EFFECTIVE DATE 01 OCT 01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY DSCP-HFOP 700 ROBBINS AVE. PHILA., PA. 19111-5092	CODE SP0300	7. ADMINISTERED BY (If other than Item 6)	CODE
NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) QUALITY DISTRIBUTORS P. O. BOX 8780 TAMUNING, GUAM 96331		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-02-D-3002 10B. DATED (SEE ITEM 13) 31 JAN 01	
CODE 002QS4	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers: ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DISCUSSIONS WITH VENDOR.
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible)

THIS MODIFICATION IS ENTERED INTO TO DEFINITIZE ARRANGEMENTS TO HANDLE DODDEA/ NEX BILLINGS ON A MANUAL BASIS AND TO FORMALIZE CERTAIN PROCEDURES FOR PRODUCE HANDLING/BILLING.

CHANGES ON PAGE 2 ARE INCORPORATED TO THE CONTRACT UPON SIGNATURE OF BOTH PARTIES.

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) PETER K. LAI, VICE PRESIDENT	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARYANN DIMEO CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR [Signature] (Signature of person authorized to sign)	15C. DATE SIGNED 10/1/01
15B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	15C. DATE SIGNED 10/1/01

Continuation P00006

SP0300-02-D-3002

Page 2 of 2

1. For the customer DODDEA/NEX, Quality distributors will direct bill the customer upon delivery under their conventional commercial terms. Quality will, however, be required to incorporate DSCP's surcharge (10.4% FY-02 and future rates as applicable) into the price charged to the customer.
2. Quality will reimburse DSCP on a monthly basis for the dollar amount of billed surcharges via check made out to the U. S. Treasury and forwarded to the Contracting Officer.
3. Any payment problems experienced with the customer should be communicated to DSCP (COR) promptly for possible intervention.
4. For product purchased by this customer (DODDEA/NEX) from August 01 to date, Quality needs to do a one time billing with full reimbursement directed to DSCP, since Quality has been paid for this portion of service, without the customer being billed.

Produce Clarification

1. Whether the product is distributed to a customer, or is disposed of, the vendor is entitled to the produce- handling fee on a per case basis.
2. When produce items need to be fumigated, although the vendor is entitled to full reimbursement for costs incurred from outside fumigation services, or other necessary outside contractors, the actual handling of the produce to include any transportation to outside contractor facilities is considered to be included in the one time produce handling fee. Additional labor costs, etc., will not be paid to the Prime Vendor for the necessary actions of in-house personnel, as these are considered to pass the "reasonable man test," of what should be expected to be included under the umbrella of "produce handling."
3. If either party determines that these services are being utilized excessively, such as to become burdensome, separate fees will be negotiated for these services.

Any changes to this agreement must be put in writing and incorporated into the contract via modification.